

## REQUEST FOR PROPOSALS (RFP)

**ISSUE DATE:** August 14, 2006

NIGP 94874

**TITLE:** PSYCHIATRIC SERVICES

RICHMOND, VA 23218-1110

**Where Work Will Be Performed:** (Commonwealth of Virginia)

renew for four (4) successive one year renewals.

Prevailing Time) for furnishing the goods/services described herein and then opened in public.

**MAILING PROPOSALS:** Send directly to the issuing agency address shown above.

(use Franklin Street entrance), Richmond, VA 23218-1110, Attention: Gwendolyn A. Hendricks, CPPB, VCO

1110, Richmond, VA 23218-1110 or via FAX: 804-371-0727 or email at [joseph.riddick@djj.virginia.gov](mailto:joseph.riddick@djj.virginia.gov)

Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

NAME AND ADDRESS OF FIRM:

BY AUTHORIZED REPRESENTATIVE:

Name: \_\_\_\_\_

Please Print

Corporate Title:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Fax: ( )

FEI/FIN#: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

(Please check as applicable)

MINORITY BUSINESS [ ] SMALL BUSINESS [ ] WOMEN-OWNED BUSINESS [ ]

employment.

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1. **PURPOSE:**

The purpose and intent of this Request for Proposals (RFP) is to solicit sealed proposals to establish contract(s) through competitive negotiations with qualified organizations or individuals that can provide psychiatric services for youth in the custody of the Department of Juvenile Justice (DJJ), an agency of the Commonwealth of Virginia.

II. **BACKGROUND:**

A. The Department of Juvenile Justice (DJJ) is responsible for approximately 1,000 youth, ages 11 through 21, committed to the Department and housed in a juvenile correctional center. The DJJ's Behavioral Services Unit provides mental health services at each of the correctional centers in coordination with the Health Services Division, 15% to 25% of correctional center youth require psychiatric evaluation and follow-up treatment during their residency.

B. The Department is seeking providers who are interested in providing services at any or all of the following locations. The addresses and anticipated utilization needs are listed below:

RECEPTION AND DIAGNOSTIC CENTER 1601 Bon Air Road Bon Air, Virginia 23235 (804) 323-2600  <b>8 hours per week</b>	BON AIR JUVENILE CORRECTIONAL CENTER 1900 Chatsworth Avenue Bon Air, Virginia 23235 (804) 323-2550  <b>8 hours per week – male population</b> <b>4 hours per week – female population</b>
HANOVER JUVENILE CORRECTIONAL CENTER 7093 Broad Neck Road Hanover, Virginia 23069 (804) 537-5316  <b>4 hours per week</b>	OAK RIDGE JUVENILE CORRECTIONAL CENTER 1801 Bon Air Road Bon Air, Virginia 23235 (804) 323-2335  <b>4 hours per week</b>
BEAUMONT JUVENILE CORRECTIONAL CENTER Off Route 522 Beaumont, Virginia 23014 (804) 556-5316  <b>12 hours per week</b>	

Main Office: Health Services  
Department of Juvenile Justice  
700 E. Franklin St., 4<sup>th</sup> Floor  
Richmond, VA 23218-1110

III. **POLICY STATEMENT:** It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owner by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract is required. By submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal.

IV. **STATEMENT OF NEEDS:** The Selected Contractor shall provide the following services in compliance with all applicable State and Federal Laws, Board of Juvenile Justice policies and Department of Juvenile Justice Procedures, and National Commission on Correctional Health Care standards.

A. **Definitions:**

**“Contractor”:** For the purpose of this RFP, the term “Contractor” shall mean a firm or individual providing “Psychiatric Services” under the resulting contract.

B. **Clientele To Be Served:** Shall be juvenile offenders between the ages of 11 and 21, male and female, under the jurisdiction of DJJ.

Data collected for the past five years indicates that over 50% of the admissions had previously been prescribed psychotropic medication, 25% to 30% of the admissions had been admitted to a psychiatric hospital at least once prior to this admission. As a result of the psychological screenings/assessments conducted at the Reception and Diagnostic Center (RDC), half of the females and a third of the males meet DSM-IV criteria for a mood disorder, just over 20% of both males and females meet criteria for a diagnosis of attention deficit/hyperactivity disorder, 12% of the females and 3% of the males meet criteria for an anxiety disorder, 65% of females and 54% of males have a substance use disorder (either abusive or dependent), and finally 14% of both sexes meet DSM-IV criteria for a diagnostic category other than those listed above. In fiscal year 2003, 90% of the females and 60% of the males left RDC with a designated mental health treatment need.

**Working Hours/Locations:** Working hours are negotiable, but must be structured to satisfy operational and staff requirements at the institutions. All services are to be provided within the secure area of the Correctional Centers.

It is anticipated that the following time is required to fulfill the requirements of the contract.

Facility	Number of Hours Per Week
Beaumont	12
Hanover	4
Reception and Diagnostic Center	8
Bon Air Males	8
Bon Air Females	4
Oak Ridge	4

**Offerors should identify which facilities they are proposing to provide psychiatric services for.** Occasionally additional time may be needed at a specific facility; contractors have the option of

providing additional time at the contractual rate.

- C. **Services to be provided:** The contractor(s) shall provide all necessary psychiatric services normally associated with outpatient care. Typical services should include, but are not limited to the following:

1. Evaluate juveniles expressing complaints as screened by the DJJ Behavioral Services Unit (BSU) staff.
2. Prescribe appropriate course of treatment for those juveniles in need of medical treatment due to mental illness, including prescribing psychotropic medication for treatment of mental illness and maintenance medication as indicated by the patient's history.
3. Monitor appropriate lab results for medications prescribed and confer with institutional physician concerning medical issues impacting the general health of the individual as a result of their treatment for mental health problems.
4. Provide necessary follow-up services for those juveniles under psychiatric care (e.g., weekly, bi-weekly or monthly medication checks).
5. Provide weekly feedback to BSU and Medical clinicians as to the juvenile's progress as well as provide consultation on treatment cases focusing on course of treatment within the correctional center.
6. Document treatment and care on physician's progress notes and order sheets in each juvenile's medical record.

The psychiatrist also utilizes order sheets in the residents' clinical and medical records. The order sheets provide guidance and direction to the nurses, direct care staff and clinical staff in the treatment of the residents.

7. Dictate a report following each resident contact fully documenting treatment and care provided.

It is required that progress notes contain the following information: a working diagnosis including Axis I through V; medication the resident is presently receiving, including discussion of effectiveness at reducing target symptoms and side effects; any medical complaints including treatment and follow-up information must address Axis III conditions; progress to include an assessment of the resident's current clinical status with regard to the treatment plan or indication of lack of progress; any revisions to the treatment plan and identification of the specific individual who is responsible for ensuring that these amendments are incorporated into the treatment plan and carried out. These progress notes are completed each time a youth is seen.

8. Review, correct and sign all treatment notes dictated.
9. Prepare psychiatric evaluations as needed and requested by the BSU clinicians that include the following:
  - a. History review

- b. Present level of functioning, and;
  - c. Recommendations as related to the referral question.
- 10. Refer juveniles to specialists for treatment, as needed, based upon psychiatric examinations.
- 11. Provide for the continuation of the above listed services when not available, e.g., designation of a qualified substitute at the same price agreed upon in this contract.
- D. **Medical Charts Review:** It is desired that the Contractor review patient's charts who have been evaluated by DJJ staff to insure compliance with established medical protocol for the stated diagnoses on the basis of presentation of signs and symptoms. Contractor shall annotate the patient's chart with the date of this review and any comments. If there are questions concerning a diagnosis or treatment regimen, the Contractor shall discuss the case with the BSU clinical supervisor involved and determine what corrective actions, if any, are indicated. Any such corrective actions ordered shall be noted on the patient's chart.
- E. **Psychiatric Services Quality Assurance Program:** All services provided by the contractor shall be in compliance with DJJ Policies and Procedures.
- F. **Contractor Qualifications:**
  - 1. Any individual psychiatrist providing services under this contract shall possess the following qualifications:
    - a. Must be a graduate of an accredited medical school and licensed to practice medicine in the Commonwealth of Virginia.
    - b. Have received post-graduate and residency training from an ACGME accredited or AMA approved program.
    - c. Possess a valid DEA permit and state controlled substance registration certificate.
  - 2. Any individual psychiatric nurse practitioner providing services under this contract shall possess the following qualifications:
    - a. Must be a graduate of an accredited nursing program and licensed to practice in the Commonwealth of Virginia as a nurse practitioner.
    - b. Possess a valid DEA permit and state controlled substance registration certificate.

V. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

- A. **PREPARATION REQUIREMENTS:** In order to be considered for selection, Offerors must submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so that the Purchasing Agency may properly evaluate the capability of the Offeror to provide the required services. Offerors are required to comply with the following instructions:
  - 1. **AUTHORIZED REPRESENTATIVE:** Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt

submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Purchasing Agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Offerors may propose providing services at a specific facility, group of facilities or at all facilities. Offerors are required to submit the following items as a complete proposal.

- a. The return of the cover page in this RFP and all subsequent addenda, if applicable, signed and filled out as required.
  - b. Offerors must submit a curriculum vitae and a letter of interest emphasizing their professional qualifications and experience.
  - c. A one (1) page document stating his/her ability to perform requirements listed in the Statement of Needs.
  - d. List of four references.
  - e. SWAM Report.
2. **ORAL PRESENTATION:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Purchasing Agency. This provides an opportunity for the Purchasing Agency to ask questions and the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Purchasing Agency will schedule the time and location of these presentations. Oral presentations are an option of the Purchasing Agency and may or may not be conducted.
3. **SUBMISSION REQUIREMENTS:** **One (1) original and five (5)** copies of the proposal must be submitted to the Purchasing Agency. No other distribution of the proposals shall be made by the Offeror.

- B. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed Proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<b><u>September 11, 2006</u></b>	<b><u>3:00PM</u></b>
Name of Offeror	Due Date	Time
_____	<b><u>DJJ 07-006</u></b>	_____
Street or Box Number	RFP No.	
_____	<b><u>Psychiatric Services</u></b>	
City, State, Zip Code	RFP Title	

The envelope should be addressed as directed on Page 1 of the solicitation.

**If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.**

VI. **EVALUATION AND AWARD CRITERIA:**

- A. **EVALUATION CRITERIA:** Proposals will be evaluated by the Purchasing Agency using the following criteria:
1. Psychiatrist's curriculum vitae;
  2. Experience in providing the services required under the contract;
  3. References from clients;
  4. SWAM Utilization.
- B. **AWARD:** The Commonwealth shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

VII. **REPORTING AND DELIVERY REQUIREMENTS:** Monthly Reports shall be provided as indicated below.

**DJJ Office of Health Services:** Summary information as prescribed by the Purchasing Agency for all institutions/facilities will be provided to the DJJ Office of Health Services.

Information must be provided in hard copy and electronic format acceptable to the Purchasing Agency. Reports should be mailed to reach the institutions and the DJJ Office of Health Services by the **tenth day of the month following the** month of the report.

VIII. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the



Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under “Manuals.”

- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia* § 2.2-4366) ADR procedures are described in Chapter 9 of the Vendor’s Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in

connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFP:**  
Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**  
**To Prime Contractor:**
- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
  - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
  - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
  - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been

instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to

perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the

disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. **MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**Profession/Service**

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)

**Limits**

\$1,800,000 per occurrence,

\$3,000,000 aggregate.

(Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2007 - \$1,925,000,

July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia.

- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.state.va.us](http://www.eva.state.va.us)) for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. **All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA; failure to register will result in the proposal being rejected.**

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus appropriate

order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriated order Transaction Fee specified below. eVA Premium Vendor Registration Services includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitation and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006, and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Business: 1%, capped at \$500 per order.
  - (ii) Business that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

IX. **SPECIAL TERMS AND CONDITIONS:**

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the VA Department of Juvenile Justice will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **BEST AND FINAL OFFER(BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The final decision to award will be based on the final evaluation including the BAFO.

- E.** CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.
1. Contractor Name: \_\_\_\_\_ Subcontractor Name: \_\_\_\_\_
2. License # \_\_\_\_\_ Type \_\_\_\_\_
- F.** INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- G.** SMALL, WOMEN, and MINORITY- OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority –owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.
- H.** PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- I.** PRODUCT INFORMATION: The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.
- J.** QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- K.** RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.



If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Medical Commodities category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Medical Commodities category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- L. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- M. eVA Business-To-Government Contracts and Orders:** It is anticipated that the contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

- N. **CONFIDENTIALITY (Commonwealth):** The Commonwealth agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with § 11-52D of the Code of Virginia. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the Commonwealth.
- O. **CONFIDENTIALITY (Contractor):** The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project will be required to sign the Confidentiality statement in this solicitation.
- X. **METHOD OF PAYMENT:** The Contractor will be paid on a monthly basis upon receipt of a valid invoice from the Contractor. The Contractor should invoice the Department within 30 days after the end of the month in which services were provided. The invoice will be a consolidated invoice for service to all institutions with detail provided for each institution. Payment will be in accordance with the Prompt Pay Act.

**ATTACHMENT A  
VENDOR DATA SHEET**

**Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in your proposal being rejected.**

Qualification: The vendor must have the capacity in all respects to satisfy fully all the contractual requirements.

Vendor's Primary Contact: Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Years in Business: Indicate the length of time you have been in business providing this type of service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months

Vendor Information: FIN or FEI Number: \_\_\_\_\_  
(If Company, Corporation or Partnership)

Social Security Number: \_\_\_\_\_  
(If Individual)

Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods/services, include the length of service and the name, address, and telephone number of the point of contact.

Company \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
Project: \_\_\_\_\_ Value: \_\_\_\_\_

Company \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
Project: \_\_\_\_\_ Value: \_\_\_\_\_

Company \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
Project: \_\_\_\_\_ Value: \_\_\_\_\_

Company \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date of Service: \_\_\_\_\_  
Project: \_\_\_\_\_ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B  
FACILITY LOCATION**

**BEAUMONT JUVENILE CORRECTIONAL CENTER** **(804) 556-3316**

Off Route 522, P.O. Box 491, Beaumont, VA 23014

**BON AIR JUVENILE CORRECTIONAL CENTER** **(804) 323-2550**

1900 Chatsworth Avenue, Bon Air, VA 23235

**HANOVER JUVENILE CORRECTIONAL CENTER** **(804) 537-5316**

7093 Broad Neck Road, P.O. Box 507, Hanover, VA 23069

**OAK RIDGE JUVENILE CORRECTIONAL CENTER** **(804) 323-2335**

1800 Bon Air Road, Bon Air, VA 23235

**RECEPTION AND DIAGNOSTIC CENTER(RDC)** **(804) 323-2600**

1601 Bon Air Road, Bon Air, VA 23235

**ATTACHMENT C**  
**CONTRACTOR'S REPORT ON SUBCONTRACTING**

**CONTRACT NUMBER: RFP# DJJ-07-006**

The following dollar amount of goods or services was obtained from subcontractors who are considered to be minority-owned businesses (M); women-owned businesses (W); or small businesses (S) during the past calendar quarter for work or products directly traceable to the fulfillment of the above-stated contract.

<i>Name of Subcontractor</i>	<b>Type: M,W or S</b>	<b>Subcontractor's Phone Number</b>	<b>Services/Products Provided</b>	<b>\$ Amount Spent</b>
			A) Total this page	
			B) Total from additional pages	
			C) Total Quarterly Value of Contract	

**Note #1:** This report shall be submitted to the purchasing agency within 15 days after each of the following quarterly dates: February 28, May 31, August 31 and November 30, throughout the entire one-year initial contract term and all subsequent one-year contract renewal periods.

**Note # 2:** Reported statistics shall represent direct discretionary purchase costs. Indirect cost information such as salaries, postage, etc, is not to be included.

**Note #3** The definitions of reportable subcontractors are as follows:

**Minority-owned Business (M)** – Any business concern that is at least 51 percent owned by a minority individual or individuals who are U.S. citizens and who also control and operate it.

**Women-owned Business (W)** – Any business concern that is a least 51 percent owned by a non-ethnic woman (a minority woman is considered as a minority) who is a U.S. citizen and who also control and operate it.

**Small Business (S)** – A corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit, which is independently owned and operated, and has fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

**ATTACHMENT D  
STATE HOLIDAYS**

New Years Day

Lee Jackson Day

Martin Luther King, Jr. Day

George Washington Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day (2 days

Christmas Day